dition upon their admission, which does not conflict with federal policy. *Fisher v. Traders' etc. Ins. Co.* (1904) 136 N. C. 217, 48 S. E. 667. To this the California court added that consent to service on the Secretary of the State might be inferred from the failure to designate any other agent. On the other hand statutes which require foreign corporations to waive the privilege of removing cases to the federal courts have been held invalid by the United States Supreme Court on the ground that the state could not enforce an agreement attempting to deprive the corporation of rights and privileges guaranteed by the Constitution. *Home Insurance Co. v. Morse* (1874 U. S.) 20 Wall. 445; *Southern Pacific Co. v. Denton* (1892) 146 U. S. 202, 13 Sup. Ct. 44. In answer to this reasoning it may be pointed out that many constitutional privileges may be waived by the voluntary consent of the person intended to be benefited, and that the admitted power of excluding foreign corporations altogether would seem to include the power of requiring such waiver as a condition of admission. *Cf. Horn Silver Mining Co. v. New York* (1892) 143 U. S. 305, 315, 12 Sup. Ct. 403, 405. The true explanation of the decision in *Southern Pacific Co. v. Denton* would seem to be that suggested by Mr. Justice Holmes, that the agreement required in that case was contrary to the *policy* of the federal constitution as embodied in the provisions for the establishment of federal courts. See *Western Union Tel. Co. v. Kansas* (1910) 216 U. S. 1, 54, 30 Sup. Ct. 190, 208, *per* Holmes, J., dissenting. The real question in the principal case would be, then, whether there is a similar policy preventing a valid agreement to be bound by a personal judgment without notice. The difficulty seems less serious when it is pointed out that the corporation had only to designate an agent as the statute provided, to avoid the risk of which it complained. But the whole subject of what Mr. Justice Holmes called "unconstitutional conditions" will remain in some doubt until the Supreme Court clears it up. In the principal case any inference that the corporation consented to the statutory condition that service might be made upon the Secretary of State would have been purely fictitious, as there was no attempt whatever to comply with the statute regulating the admission of foreign corporations.

FRAUDULENT CONVEYANCES—CONSIDERATION—AGREEMENT TO SUPPORT GRANTOR.—A grantor conveyed property to the defendant in consideration of the latter's promise to support the grantor for life. The property retained by the grantor was of little value and less than the existing claim of the plaintiff but there was no evidence of actual intent to defraud creditors. *Held,* that the conveyance was fraudulent and void. *Ludlow Savings Bank v. Knight* (1917, Vt.) 102 Atl. 51.

The law of fraudulent conveyances does not avoid transfers made on good consideration and *bona fide*. But "good consideration" is construed to mean, as between the grantor's creditors and those claiming under the transfer, a valuable consideration. Bump, *Fraud. Conv.* (3d ed.) 221; *Seymour v. Wilson* (1859) 19 N. Y. 417. In the principal case the transaction was valid *inter partes* and, since they were innocent of actual fraud, courts of equity would have given the grantor a remedy had the grantee failed to provide the promised support. *Payette v. Ferrier* (1899) 20 Wash. 479, 55 Pac. 629. As to existing creditors, however, the weight of authority holds such a transfer fraudulent and void irrespective of the intent of the parties. *Egery v. Johnson* (1879) 70 Me. 258; *Rolfe v. Clarke* (1916) 224 Mass. 407, 113 N. E. 182; see Bigelow, *Fraud. Conv.* (Knowlton's ed.) 545. The opinion in the instant case states that "though the consideration is valuable, it is wanting in good faith as to creditors and the character of the transaction is such as to put the grantee upon inquiry." It is submitted, however, that a sounder explanation is to say that though the grantee is a purchaser in good faith, the consideration is not valuable as to existing creditors. As to them, the conveyance is considered gratuitous, because the

consideration is an unperformed executory promise for something of no value to the grantor's creditors. This view is consistent with the generally recognized rule that the grantee will be protected to the extent that he has actually provided support. *Kelsey v. Kelley* (1890) 63 Vt. 41, 22 Atl. 597; *Harris v. Brink* (1896) 100 Iowa, 366, 69 N. W. 684. While the view that the original transaction was lacking in good faith would prevent the grantee claiming reimbursement for such support. See *Finnell v. Million* (1903) 99 Mo. App. 552, 74 S. W. 419; also Bigelow, *Fraud. Conv.* (Knowlton's ed.) 466 *et seq.* It is true that an unperformed executory promise to pay money may, under certain circumstances, be deemed a valuable consideration as against creditors. See Bump, *Fraud. Conv.* (3d ed.) 225. But it is believed the cases support the contention that an unperformed executory promise is not valuable consideration when the promise relates to something valueless to creditors. *Cf. Swift v. Hart* (1885, N. Y. Sup. Ct.) 35 Hun 128 (executory contract for legal services). An exception, perhaps illogical, exists in the case of an executory promise to marry in consideration of the conveyance. See *De Hierapolis v. Reilly* (1901) 168 N. Y. 585, 60 N. E. 1110. Somewhat analogous to the support cases are those which declare that a person cannot create a spendthrift trust in his own favor. *Ghormley v. Smith* (1891) 139 Pa. 584, 21 Atl. 135. The principal case undoubtedly reaches a sound conclusion, though its reasoning may perhaps be subject to the criticism above suggested. *Cf. Merithew v. Ellis* (1917, Me.) 102 Atl. 301.

INTERNATIONAL LAW—DIPLOMATIC OFFICERS—IMMUNITY OF PROPERTY FROM EXECUTION.—The defendant, the accredited Minister of Bolivia, had waived his diplomatic privileges in proceedings involving the settlement of an estate of which he had acted as attorney and administrator. The plaintiff, as beneficiary of the estate, sought to have a writ of sequestration issued against the property of the defendant for a balance, surcharged upon his accounts as administrator, which he had failed to pay into court. The plaintiff agreed not to enter the Bolivian Legation or to seize anything necessary to maintain the personal comfort or dignity of the defendant as Minister. The Diplomatic Privileges Act (1708, 7 Anne c. 12) declared null and void all writs and processes sued out against the person or property of public Ministers. *Held,* that a writ of execution directed against personal property of the defendant was void. *Re Suarez* (1917, Ch. D.) 117 L. T. 239.

See COMMENTS, p. 392.

NEGLIGENCE—LIABILITY TO VOLUNTEERS—INJURY TO FIREMAN.—The plaintiff, a city fireman, sued in case for injuries received while attempting to extinguish a fire, alleged to have been caused by sparks negligently thrown from the defendant's locomotive. *Held,* that the defendant owed the plaintiff no duty and was, therefore, not liable. *Clark v. B. & M. R. R.* (1917, N. H.) 101 Atl. 795.

It is well settled that firemen or policemen who are injured through the negligence of the owner with respect to the condition of premises on which they have come in the course of their duty, cannot recover, since they were mere licensees to whom the property owner owed no duty of care. *Lunt v. Post Co.* (1910) 48 Colo. 316, 110 Pac. 203. But see *Cameron v. Kenyon-Connell Commercial Co.* (1899) 22 Mont. 312, 56 Pac. 358. The instant case is distinguishable, however, in that it is an action against the negligent third party who caused the fire. The cases are uniform in permitting recovery by a volunteer injured in attempting, reasonably and with due care, to save human life endangered by the negligence of the defendants. *Eckert v. Long Island R. Co.* (1871) 43 N. Y. 502. Where the risk is incurred to save property, the courts are not agreed, although the weight of authority seems to favour a recovery. *Pegram v. Sea-*